

ALVORD AND ALVORD

ATTORNEYS AT LAW

918 SIXTEENTH STREET, N W

SUITE 200

WASHINGTON, D C

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20006-2973

RECORDATION NO.

18487-B  
FILED 1994

OF COUNSEL  
URBAN A. LESTER

(202) 393-2266

JAN 5 1994 - 12 45 PM

FAX (202) 393-2156

0100081010

INTERSTATE COMMERCE COMMISSION

RECEIVED  
OFFICE OF THE  
SECRETARY  
JAN 5 12 36 PM '94  
LICENSING BRANCH

December 27, 1993

Mr Sidney L Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D C. 20423

Dear Mr Strickland.

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two duly executed copies of Supplement No 202, dated as of December 28, 1993, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177

The enclosed document relates to the Loan And Security Agreement, dated as of November 23, 1993, which was filed with the Commission under Recordation Number 18487

The names and addresses of the parties to the enclosed document are

Debtor                      MERCO Joint Venture  
                                 157 Albany Avenue  
                                 Freeport, New York 11530

Secured Party.          The CIT Group/Equipment Financing, Inc  
                                 1211 Avenue of the Americas  
                                 New York, New York 10036

A description of the railroad equipment covered by the enclosed documents is attached to Supplement No 202 as Exhibit A

*Edward L. Strickland*

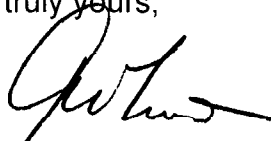
*[Signature]*

Mr Sidney L Strickland, Jr  
December 27, 1993  
Page 2

Also enclosed is a check in the amount of \$18 00 payable to the order of the Interstate Commerce Commission covering the required recordation fee

Kindly return one stamped copy of the enclosed document to the undersigned

Very truly yours,

A handwritten signature in black ink, appearing to read "R. W. Alvord", with a stylized flourish at the end.

Robert W Alvord

RWA/bg  
Enclosures

# Interstate Commerce Commission

Washington, D.C. 20423

1/5/94

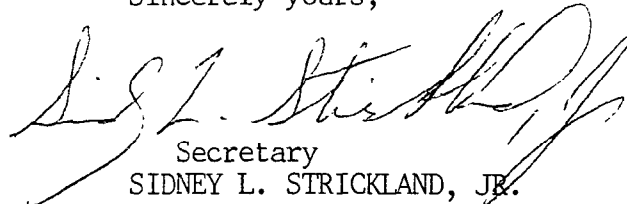
OFFICE OF THE SECRETARY

Robert w. Alvord  
Alvord & Alvord  
918 16th St N.W. Suite 200  
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions  
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,  
on 1/5/94 at 12:45pm, and assigned  
recordation number(s). 18487-B,

Sincerely yours,



Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

December 28, 1993

RECORDATION NO. 180878 FILED 1425

JAN 5 - 1994 - 12 45 PM

SUPPLEMENT NO. 202

IN THE STATE COMMISSION

This Supplement is executed and delivered by MERCO JOINT VENTURE ("Debtor") pursuant to the terms of a Loan and Security Agreement ("Agreement") dated as of November 23, 1993, between Debtor and THE CIT GROUP/ EQUIPMENT FINANCING, INC. ("CIT"). Terms defined in the Agreement shall have the respective meanings given them in the Agreement unless otherwise defined herein or unless the context otherwise requires.

1. Debtor hereby confirms that the proceeds of the Loan made this date shall be used to finance or refinance the purchase of the items of personal property ("Unit of Equipment") set forth below:

<u>Qty.</u>	<u>Model/Mfrs.</u>	<u>Description</u>	<u>Serial No.</u>	<u>Cost</u>
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SEE ATTACHED EXHIBIT A

2. Debtor hereby represents and warrants that the above described items of personal property have been delivered to it, duly assembled and in good working order at Cross Harbor Yard, Brooklyn, New York. Debtor confirms that the Equipment will regularly be transporting sealed containers of dewatered sludge between New York City, New York and Mile High Ranch, Sierra Blanca, Hudspeth County, Texas, or such other Application Site as may have been disclosed in writing by Debtor to CIT.


3. Debtor hereby affirms that the representations and warranties set forth in Section 4 of the Agreement are true and correct as of the date hereof.

4. Debtor hereby affirms that CIT has made a Loan to it for the purchase of the above described Unit of Equipment, which loan is evidenced by a Note, in the principal amount of \$4,172,000.00, dated December 28, 1993.

5. Debtor hereby affirms that CIT has a security interest in the items of personal property described above as set forth in Section 6.1 of the Agreement.

DEBTOR: MERCO JOINT VENTURE

By: PETER SCALAMANDRE &  
SONS, INC.

By:   
Title: Pres.


By: JOHN J. PICONE, INC.

By:   
Title: Vice President

By: RGM LIQUID WASTE  
REMOVAL CORP.

By: Ralph Macchio  
Title: President

THE CIT GROUP/EQUIPMENT  
FINANCING, INC.

By:   
Title: Vice President

## EXHIBIT A

Manufacturer	Equipment Description	Units	I.D. Nos.				Cost/Unit	Total
=====	=====	=====	=====	=====	=====	=====	=====	=====
Johnston America Corporation	Two-Platform Articulated Waste Cars	56	24	44	59	76	\$74,500.00	\$4,172,000.00
			25	45	60	77		
			26	46	61	78		
			27	47	62	79		
			28	48	63	80		
			29	49	64	81		
			36	50	67	82		
			37	51	68	83		
			38	52	69	84		
			39	53	70	85		
			40	54	72	86		
			41	55	73	87		
			42	56	74	88		
			43	57	75	89		
Totals -	- - - - -	56	-	-	-	-	-	\$4,172,000.00

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NASSAU )

On this 27 day of December, 1993, before me personally appeared MARTIN P. LEVINE, to me personally known, who being duly sworn, say that he is VICE PRESIDENT of JOHN P. WILSON, Inc., that said instrument was signed on December 27, 1993, on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

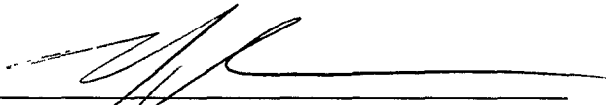
By: Harry Winter  
Notary Public

(NOTARIAL SEAL)

HARRY WINTER  
Notary Public State of New York  
No. 41-9708885 QUEENS COUNTY  
TERM EXPIRES July 31, 1994

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NASSAU )

On this 27 day of December, 1993, before me personally appeared RALPH B. MACCHIO, to me personally known, who being duly sworn, say that he is PRESIDENT of RBM LIPARI WASTE REMOVAL CORP., that said instrument was signed on December 27, 1993, on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

By:   
Notary Public

MARTIN S. LEVINE  
Notary Public, State of New York  
No 01LE4741038  
Qualified in Westchester County  
Commission Expires June 30, 1995

(NOTARIAL SEAL)



STATE OF NEW YORK )  
COUNTY OF NASSAU ) ss:

On this 27 day of December, 1993, before me personally appeared FRED SCALAMANDRE, to me personally known, who being duly sworn, say that he is PRESIDENT of PETER SCALAMANDRE & Sons, Inc., that said instrument was signed on December 27, 1993, on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

By:   
Notary Public

(NOTARIAL SEAL)

**MARTIN S. LEVINE**  
Notary Public, State of New York  
No 01LE4741038  
Qualified in Westchester County  
Commission Expires June 30, 1995

STATE OF New York )  
COUNTY OF New York ) ss:

On this 28<sup>th</sup> day of December, 1993, before me personally appeared STEPHEN E. ALTNEU, to me personally known, who being duly sworn, says that he is a Vice President of THE CIT GROUP/EQUIPMENT FINANCING, INC., that said instrument was signed on December 28, 1993, on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

By: [Signature]  
Notary Public

[NOTARIAL SEAL]

ALAN H. STEIN  
Notary Public, State of New York  
No. 60-4934726  
Qualified in Westchester County  
Certificate filed in New York County  
Commission Expires July 25, 1994

